

# Exhibit H

## to Hawkins Declaration

Plaintiffs' Motion for Class Certification

Michelo et al. v. Nat'l Collegiate Student Loan Trust 2007-2 et al., No. 18-CV-1781

Bifulco et al. v. Nat'l Collegiate Student Loan Trust 2004-2 et al., No. 18-CV-7692

CITY COURT OF THE CITY OF TONAWANDA  
COUNTY OF ERIE

INDEX #

SUMMONS

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2004-2, A DELAWARE  
STATUTORY TRUST(S)

PLAINTIFF,

PLAINTIFF'S ADDRESS  
800 BOYLSTON ST FL34  
BOSTON, MA 02199

- AGAINST -

FRANCIS BUTRY

DEFENDANT'S ADDRESSES  
119 HIGHLAND AVE

DEFENDANT(S). TONAWANDA NY 14150-3932

CONSUMER CREDIT TRANSACTION

COUNTY OF RESIDENCE OF DEFENDANT - ERIE  
COUNTY WHERE TRANSACTION TOOK PLACE - ERIE

TO THE ABOVE NAMED DEFENDANT(S): FRANCIS BUTRY

YOU ARE HEREBY SUMMONED AND REQUIRED TO APPEAR IN THE  
CITY COURT OF THE CITY OF TONAWANDA  
COUNTY OF ERIE  
200 NIAGARA ST TONAWANDA NY

BY SERVING AN ANSWER\* TO THE ANNEXED COMPLAINT UPON PLAINTIFFS ATTORNEY  
AT THE ADDRESS STATED BELOW, OR IF THERE IS NO ATTORNEY, UPON THE  
PLAINTIFF, AT THE ADDRESS STATED ABOVE WITHIN THE TIME PROVIDED BY LAW  
AS NOTED BELOW;

UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE  
RELIEF DEMANDED IN THE COMPLAINT, TOGETHER WITH THE DISBURSEMENTS OF  
THIS ACTION.  
DATED THE 7 DAY OF NOVEMBER , 2013

FILE NO.  
MR50000142712

ORIG ACCT# END IN: 1000

FORSTER & GARBUS LLP BY  
ATTY(S) FOR PLTF  
60 MOTOR PARKWAY  
COMMACK NY 11725  
(631) 393-9400

NOTE: THE LAW PROVIDES THAT:

(A) IF THIS SUMMONS IS SERVED BY ITS DELIVERY TO YOU PERSONALLY WITHIN  
THE COUNTY OF ERIE YOU MUST APPEAR AND ANSWER WITHIN 10 DAYS AFTER  
SUCH SERVICE: OR

(B) IF THIS SUMMONS IS SERVED BY DELIVERY TO ANY PERSON OTHER THAN YOU  
PERSONALLY, OR IS SERVED OUTSIDE THE COUNTY OF ERIE , OR BY PUBLI-  
CATION, OR BY ANY MEANS OTHER THAN PERSONAL DELIVERY TO YOU WITHIN THE  
COUNTY OF ERIE YOU ARE ALLOWED 30 DAYS AFTER SERVICE IS COMPLETE  
WITHIN WHICH TO ANSWER.

\* YOU NEED NOT PHYSICALLY GO TO THE COURT TO SERVE AN ANSWER.

DEFENDANT'S POB:



RECEIVED  
2013 NOV 15 PM 3:08  
TONAWANDA COURT  
TONAWANDA NY



CITY COURT OF THE CITY OF TONAWANDA  
COUNTY OF ERIE

FORMAL COMPLAINT

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2004-2, A DELAWARE  
STATUTORY TRUST(S) PLAINTIFF,

- AGAINST -  
FRANCIS BUTRY

DEFENDANT(S) .

PLAINTIFF, BY ITS ATTORNEY(S), COMPLAINING OF THE DEFENDANT(S), UPON  
INFORMATION AND BELIEF, ALLEGES:

1. THAT THE DEFENDANT(S) RESIDES IN THE CITY IN WHICH THIS ACTION IS  
BROUGHT; AND THAT THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY  
IN WHICH THIS ACTION IS BROUGHT IN PERSON OR THROUGH HIS AGENT AND THAT  
THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION
2. PLAINTIFF IS AUTHORIZED TO PROCEED WITH THIS ACTION.
3. UPON INFORMATION AND BELIEF DEFENDANT(S) BORROWED MONEY FROM PLAINTIFF OR  
PLAINTIFF'S ASSIGNOR PURSUANT TO A PROMISSORY NOTE.
4. DEFENDANT(S) HAS DEFAULTED ON SAID AGREEMENT AND \$ 8,419.32 IS  
NOW DUE, NO PART OF SAID SUM HAS BEEN PAID ALTHOUGH DULY DEMANDED.
5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

2ND CAUSE/ACTION: PLAINTIFF STATED AN ACCOUNT TO DEFENDANT WITHOUT OBJECTION  
THAT THERE IS NOW DUE PLAINTIFF FROM DEFENDANT(S) THE AMOUNT SET FORTH IN  
THE COMPLAINT, NO PART OF WHICH HAS BEEN PAID, ALTHOUGH DULY DEMANDED.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST DEFENDANT(S) FOR THE SUM OF  
8,419.32  
TOGETHER WITH THE DISBURSEMENTS OF THIS ACTION

UNDERSTAND THAT ANY INFORMATION WE  
OBTAIN WILL BE USED FOR THE PURPOSE  
OF ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP  
ATTORNEY(S) FOR PLAINTIFF  
60 MOTOR PARKWAY  
COMMACK, NY 11725

DATED: THE 7 DAY OF NOVEMBER , 2013

MICHAEL LEINOFF JOEL D. LEIDERMAN KEVIN M. KNAB

PURSUANT TO PART 130-1.1-a OF THE RULES OF THE  
CHIEF ADMINISTRATOR THIS SIGNATURE APPLIES  
TO THE ATTACHED SUMMONS AND COMPLAINT

Plaintiffs' 000367

TONAWANDA CITY COURT  
RECEIPT # 94519

DATE: 11-15-2013 TIME: 15:17  
CASE #: CV-000264-13/TO NATIONAL  
COLLEGIATE STUDENT LOAN  
DEFENDANT: FRANCIS BUTRY  
RECEIVED FROM: FORSTER & GARBUS LLP

1-FILE SUMMONS/1ST PAPER 45.00  
1-CONSUMER CREDIT FEE 95.00

TOTAL DUE: 140.00

PAYMENTS:

CHECK #178125 140.00

AMOUNT TENDERED: 140.00

OPERATOR: CAB REGISTER#: 1

CITY COURT OF THE CITY OF TONAWANDA  
COUNTY OF ERIE

Job # 213402

## AFFIDAVIT OF SERVICE

Index no: 264-13  
Date Index Number Purchased: 11/15/2013

PLAINTIFF(S):	NATIONAL COLLEGIATE STUDENT LOAN TRUST 2004-2, A DELAWARE STATUTORY TRUST(S)
DEFENDANT:	FRANCIS BUTRY

STATE OF NEW YORK  
COUNTY OF ERIE ss.:

**MICHELE REGAN**, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the STATE OF NEW YORK.

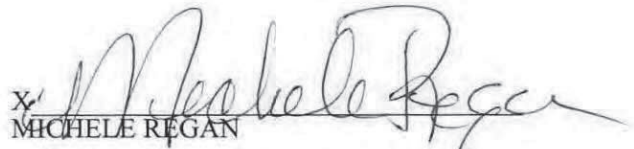
On **12/09/2013 at 8:02 AM**, I served the within **SUMMONS AND FORMAL COMPLAINT** on **FRANCIS BUTRY** at **119 HIGHLAND AVE, TONAWANDA, NY 141503932** in the manner indicated below:

**AFFIXED TO DOOR:** By affixing a true copy of each to the door of said premises, which is recipient's usual place of abode within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, having called thereat: **12/02/2013 at 7:16 PM, 12/06/2013 at 4:07 PM, 12/09/2013 at 8:02 AM,**

Pursuant to CPLR – Section 308(4) On **12/10/2013**, service was completed by depositing a true copy of each document to the above address in a 1st Class postpaid properly addressed envelope not indicating that the mailing was from an attorney or concerned legal action and marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office.

Comments: **VERIFIED BY DOWNSTAIRS TENANT.**

Sworn to and subscribed before me on  
December 11, 2013  
by an affiant who is personally known to  
me or produced identification.

X.   
MICHELE REGAN

North American Process Serving, LLC.  
2801 Wehrle Drive  
Williamsville, NY 14221  
716.565.0258  
Atty File#: MR50000142712

  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



TAMMY L MICHALSKI  
Notary Public, State of New York  
No. 01MI6115835  
Qualified in Erie County  
Commission Expires September 13, 2016



CITY COURT OF THE CITY OF TONAWANDA  
COUNTY OF ERIE

NATIONAL COLLEGIATE STUDENT  
LOAN TRUST 2004-2

A Delaware Statutory Trust(s)

Plaintiff

v.

FRANCIS BUTRY

Defendant(s)

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)

Docket #CV000264-13

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA

COUNTY OF GWINNETT

)  
)  
)

BEFORE ME, the undersigned authority, personally appeared Affiant Jonathan Boyd  
who being first duly sworn, deposes and states:

1. I am employed by NCO Financial Systems, Inc. (hereinafter NCO), the designated Custodian of Records for Plaintiff pertaining to the Defendant's education loan(s) forming the subject matter of the above-captioned Complaint. I am duly authorized by Plaintiff to make the representations contained in this Affidavit and I am over the age of 18 and competent to testify to the matters stated in this Affidavit.

2. I am competent and authorized to testify relating to this action through personal knowledge of the business records, including the electronic data, sent to NCO that detail the education loan records. I also have personal knowledge of the record management practices and procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

RECEIVED  
2014 SEP 15 PM 3:00  
TONAWANDA COUNTY

3. This lawsuit arose out of an unpaid loan or loans owed by defendant FRANCIS BUTRY to Plaintiff. Specifically Defendant entered into an education loan agreement at Defendant's special instance and request. A loan was extended for Defendant to use pursuant to the terms of the loan agreements. Defendant has failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.

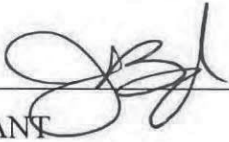
6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx4337/001-001000. No payment has been made since 7/8/2014. After all payments, credits and offsets have been applied, defendant FRANCIS BUTRY owes the principal sum of \$ 7,694.43, together with accrued interest in the amount of \$ 474.89, totaling the sum of \$ 8,169.32 as of 8/30/2014. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note. In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendant is not a minor or incompetent. A reasonable inquiry has been made to determine if the Defendant is in the military service of the United States of America, and to the best of my knowledge, Defendant is not in such military services and is therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.



8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

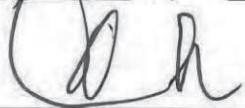
FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
AFFIANT

Print Name: Jonathan Boyd

Title: Firm Relationship Analyst

SWORN AND SUBSCRIBED to before me this

3 day of September, 20 14  




\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires on July 31, 2017

I am attorney-at-law admitted to practice in the State of GEORGIA and do hereby certify that the acknowledgment of proof upon the above document was taken in the manner prescribed by the laws of the State of GEORGIA and conforms to the laws thereof. IN WITNESS WHEREOF, I have hereunto set my hand this 3 day of September, 20 14.

KRISTIAN KNOCHEL  
GEORGIA BAR # 426673

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature

FORSTER & GARBUS ATTYS FOR PLAINTIFF  
60 MOTOR PARKWAY, COMMACK NY 11725

631-393-9400 8/30/2014



# EXHIBIT A

RECEIVED

2014 SEP 18 PM 3:50

TONAWANDA CITY COURT  
TONAWANDA, NY

## NOTE DISCLOSURE STATEMENT

\$ 5,347.59  
02437538  
Loan No.

Borrower(s) FRANCIS A BUTRY  
CLARA BUTRY

Student: FRANCIS A BUTRY  
Date: September 27, 2004

FRANCIS A BUTRY  
3803 PACKARD ROAD  
NIAGARA FALLS, NY 14303

Lender Name and Address:  
BANK ONE, N.A. (OHIO)  
100 EAST BROAD STREET  
COLUMBUS, OH 43125

This disclosure statement relates to your Loan Note disbursed on September 27, 2004.  
Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.
6.351 %	\$ 5,764.00	\$ 5,000.00	\$ 10,764.00

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
240	\$ 44.85	On the 5th day of each month beginning on 12/2007

**VARIABLE RATE:** The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal on the last business day of each calendar month.
- ☐ Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal on the last business day of each calendar quarter.
- ☒ LIBOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of The Wall Street Journal on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$ 91.01, and your monthly principal and interest payments would increase by \$ 9.37.

**SECURITY:** You have given a security interest in all refunds or amounts owed to you at any time by the student's educational institution. Collateral securing other loans with the Lender may also secure this Loan.

**LATE CHARGES:** If a payment is more than 15 days late, you may be charged \$3.00 or 5% of the payment, whichever is less. If you default, Lender (or any subsequent holder or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

**Estimates:** All numerical disclosures except the late payment disclosure are estimates.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge) \$ 5,347.59

Itemization of Amount Financed

Amount paid to FRANCIS A BUTRY and

\$

Amount paid to CLARA BUTRY

\$ 5,000.00

Total Amount Financed

\$ 5,000.00

Itemization of Prepaid Finance Charge

Origination Fee

\$ 347.59

Total Prepaid Finance Charge(s)

\$ 347.59



56204 096028

**\* Cosigned \* Loan Request/Credit Agreement – Signature Page**

NON-NEGOTIABLE CREDIT AGREEMENT – THIS IS A CONSUMER CREDIT TRANSACTION

**LOAN PROGRAM INFORMATION**

Education One® Education One Undergraduate Loan

Academic Period: 08/2004-12/2004

Lender: Bank One, N.A.

School: NIAGARA UNIVERSITY

Loan Amount Requested: \$5000.00

Repayment Option: Deferred Principal and Interest

Deferral Period Margin: 4.65

Repayment Period Margin: 4.65

Loan Origination Fee Percentage: 6.50

**STUDENT BORROWER INFORMATION (Must be at least 18 years of age)**

Borrower Name: Francis A Butry

Home Address: 3803 Packard Road Niagara Falls, NY 14303

Social Security #: [REDACTED] 4337

Date of Birth: [REDACTED] 983

Home Telephone: 7162821670

Student Citizenship (check one box): ☒ U.S. Citizen☐ Eligible Non-Citizen (Attach front & back copy of INS or student visa card)

Note: Personal reference name and address cannot match that of the Cosigner.

Personal Reference Name: Susan Butry

Reference Home Tel #: (716) 299-1911

Work Tel #:

Reference Street Address: 1722 Pine Avenue

Reference City/State/Zip: Niagara Falls, NY 14303

**COSIGNER INFORMATION (Must be at least 18 years of age)**

Cosigner Name: Clara Butry

Home Address: 3022 Livingston Avenue Niagara Falls, NY 14303

Social Security #: [REDACTED] 4026

Date of Birth: [REDACTED] 922

Home Telephone: 7162849296

Have you ever defaulted on a student loan or declared bankruptcy? ☒ No ☐ Yes

Current Employer:

Employer Telephone: 7162849296

Current Position: Retired

Years There:

Years at Previous Employment:

Alimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.

Cosigner Citizenship (check one box): ☒ U.S. Citizen☐ Eligible Non-Citizen (Attach front & back copy of INS)

Note: Personal reference name and address cannot match that of the Borrower.

Personal Reference Name: David A Butry

Reference Home Tel #: (585) 377-7834

Work Tel #:

Reference Street Address: 28 Crystal Spring Lane

Reference City/State/Zip: Fairport NY 14450

By my signature, I certify that I have read, understand and agree to the terms of and undertake the obligations set forth on all four (4) pages of this Loan Request/Credit Agreement EO.04-05.CSX1.10.0104 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature. If I choose to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature, I intend: (i) my fax or electronic signature to be an electronic signature under applicable federal and state law, (ii) any fax printout or printout of Lender's electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code. I, the Cosigner, have read the applicable cosigner notice(s).

**FOR ALABAMA RESIDENTS: CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

**FOR WISCONSIN RESIDENTS: NOTICE TO CUSTOMER:**

- (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

PLEASE SIGN BELOW – RETURN This Page With Proof of Income and Other Information (if applicable) –

FAX TO: 800-704-9497

Signature of Borrower: [Signature]

Date: 8/27/04

BY SIGNING THIS CREDIT AGREEMENT BELOW, I CERTIFY THAT I INTEND TO (I) APPLY FOR JOINT CREDIT AND (II) BE JOINTLY LIABLE WITH THE BORROWER FOR THIS LOAN.

Signature of Cosigner: Clara A Butry

Date: 8/26/04

EO.04-05.CSX1.10.0104

PN03\_EO\_04-05\_CSX1\_F\_X\_BUTRY\_A102437538.pdf

LENDER COPY

EOTUDP



## Department of Defense Manpower Data Center

Results as of: Sep-10-2014 06:56:18 AM

SCRA 3.0



# Status Report

## Pursuant to Servicemembers Civil Relief Act

Last Name: BUTRYFirst Name: FRANCIS

Middle Name:

Active Duty Status As Of: Sep-10-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
 Department of Defense - Manpower Data Center  
 4800 Mark Center Drive, Suite 04E25  
 Arlington, VA 22350

RECEIVED  
 2011 SEP 18 11:3:50  
 TOWSON, MD  
 U.S. COURT  
 DISTRICT OF MARYLAND

File #: MR50000142712

Plaintiffs' 000376

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: ADA8H20320FEE50

RECEIVED  
2011 SEP 18 PM 3:51  
TOWNSEND COURT  
TOWNSEND, NY

File #: MR50000142712



CITY COURT OF THE CITY OF TONAWANDA  
COUNTY OF ERIE

Index # 264/13  
Account# 0000142712  
Our Ref# MR50000142712

-----  
NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2004-2, A DELAWARE  
STATUTORY TRUST(S)

Plaintiff,  
-against-

**NON-MILITARY  
AFFIRMATION  
AND NON-EXPIRATION OF  
STATUTE OF LIMITATIONS  
AFFIRMATION**

FRANCIS BUTRY

Defendant.  
-----

JOEL D. LEIDERMAN an attorney duly admitted to practice in the courts of this state, affirms the following to be true under penalties of perjury:

1. I am associated with FORSTER & GARBUS LLP, the attorneys for the plaintiff, and I am fully familiar with the facts set forth in this affirmation based upon my personal knowledge or review of the file maintained by our office with respect to this action.

2. This affirmation is made pursuant to the United States Soldiers and Sailor's Relief Act of 1940, as amended, 50 U.S.C.A. App. Secs. 501 et. Seq. for the purpose of the entry of judgment against FRANCIS BUTRY defendant(s) in the above entitled action

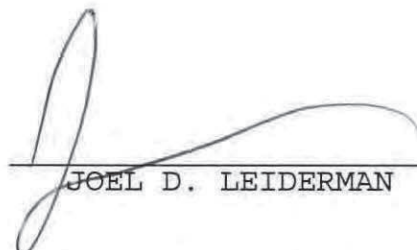
3. I provided the Department of Defense with the pertinent information about the defendant(s), such as date(s) of birth and/or social security number(s) which I know because that information was communicated to our office at the time this account was referred to our office. I requested that a military investigation be conducted.

4. Based upon the response I received from the Department of Defense Manpower Data Center dated 09/10/14 I am convinced that the defendant(s) is not on Active Duty Status in any branch of the United States military.

5. The cause of action accrued in DE. The statute of limitations for that state is 6 years. After making reasonable inquiry into this account, I have reason to believe that the statute of limitations had not expired at the time of the commencement of this lawsuit.

6. On information and belief the plaintiff herein is either an original creditor or, if a debt buyer the purchase was made prior to 1/1/11.

Dated: Commack, New York  
09/10/14

  
\_\_\_\_\_  
JOEL D. LEIDERMAN

Forster & Garbus LLP  
60 Motor Parkway, Commack, NY 11725  
(631) 393-9400 09/10/14



INDEX NO. CV-000264-13/TO  
CITY COURT OF THE CITY OF TONAWANDA  
COUNTY OF ERIE

NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2004-2, A DELAWARE  
STATUTORY TRUST(S)

PLAINTIFFS,  
AGAINST  
FRANCIS BUTRY

DEFENDANTS.  
0000142712 MR50000142712

JUDGMENT ON DEFAULT \*

AMOUNT CLAIMED IN COMPLAINT \$ 8,419.32  
LESS PMTS THRU 7/02/14 \$ 250.00

BALANCE OF CLAIM AMOUNT DUE \$ 8,169.32  
INTEREST WAIVED \$ .00  
ATTORNEYS FEES WAIVED \$ .00

\$ 8,169.32

COSTS BY STATUTE 50.00  
SERVICE OF SUMMONS & COMP 30.00  
FILING OF SUMMONS & COMP 140.00  
MOTION FEE  
PROSPECTIVE EXECUTION FEE  
TRANSCRIPT & DOCKETING 16.00  
MILITARY AFF FEE 1.50  
SATISFACTION PIECE

SUBTOTAL 237.50

TOTAL \$ 8,406.82

\* PURSUANT TO FDCPA, PLEASE TAKE \*  
\* NOTICE THAT FORSTER & GARBUS LLP \*  
\* IS A DEBT COLLECTOR. \*

JUDGMENT ENTERED ON:

JUDGMENT IS RENDERED IN FAVOR OF THE  
PLAINTIFF  
NATIONAL COLLEGIATE STUDENT LOAN  
TRUST 2004-2, A DELAWARE  
STATUTORY TRUST(S)

800 BOYLSTON ST FL34 BOSTON, MA 02199

AND AGAINST THE FOLLOWING DEFENDANT(S)  
FRANCIS BUTRY  
119 HIGHLAND AVE  
TONAWANDA NY 14150

AS HEREIN ABOVE COMPUTED IN THE SUM  
OF \$ 8,406.82  
AND IT IS ADJUDGED THAT THE PLAINTIFF  
HAS EXECUTION THEREFORE.

, CLERK

STATE OF NY, COUNTY OF SUFFOLK SS:  
JOEL D. LEIDERMAN AFFIRMS TRUE UN-  
DER PENALTY OF PERJURY: HE IS ASSOC  
WITH PLAINTIFF'S ATTY, ADMITTED TO  
PRACTICE IN NY; DISBURSEMENTS SPECI-  
FIED HEREIN, HAVE BEEN OR WILL  
NECESSARILY BE MADE OR INCURRED, ARE  
REASONABLE IN AMOUNT; SERVICE OF  
SUMMONS AND COMPLAINT HAS BEEN  
MADE UPON DEFENDANT BY PERSONAL/SUB  
SERVICE AS APPEARS BY AFFIDAVIT  
OR ACKNOWLEDGEMENT OF SERVICE. THE  
TIME OF DEFENDANT/S TO APPEAR  
OR ANSWER HAS EXPIRED AND THE DE-  
FENDANT/S HAVE NOT APPEARED OR AN-  
SWERED. THIS AFFIRMATION IS MADE IN  
COMPLIANCE WITH 50 USCS APPX SECS  
501 ET SEQ AND N.Y.M.L. 300-328.  
THE DEFENDANT IS NOT AT THE  
PRESENT TIME IN THE MILITARY OR  
NAVAL SERVICE OF THE USA OR OF  
ANY ALLIED NATION OF THE USA AS  
SUCH TERM IS DEFINED BY THE ACTS OF  
CONGRESS. I BASE SUCH STATEMENTS  
ABOVE UPON THE FACTS STATED IN THE  
ATTACHED DOD MANPOWER DATA REPORT.  
AFFIRMANT GAVE ADDITIONAL  
NOTICE OF THIS ACTION TO DEFENDANTS  
BY MAILING A COPY OF THE SUMMONS  
IN FIRST CLASS POSTAGE PAID  
ENVELOPES MARKED "PERSONAL AND  
CONFIDENTIAL" WITH NO INDICATION  
THAT IT WAS FROM AN ATTORNEY OR  
CONCERNED AN ALLEGED DEBT  
ON 1/02/14  
BY DELIVERING IT TO AN EMPLOYEE OF  
THE USPS AT OUR OFFICES (USPS  
DOMESTIC MAIL MANUAL SEC. 507  
SUB 6.0 ET. SEQ.)  
THE ENVELOPES WERE ADDRESSED TO

FRANCIS BUTRY

THE DEFENDANT/S AT  
119 HIGHLAND AVE  
TONAWANDA NY 14150

THIS BEING THE LAST KNOWN RESIDENCE  
OF THE DEFENDANT/S.

MORE THAN 20 DAYS HAVE ELAPSED  
SINCE THEN, AND THE SUMMONS SO  
MAILED HAS NOT BEEN RETURNED BY THE  
USPO AS UNDELIVERABLE.

I AFFIRM THE SUMMONS AND COMPLAINT  
AND AFFIDAVIT (OR ACKNOWLEDGMENT)  
HAVE BEEN FILED IN THIS COURT UNDER  
THE ABOVE INDEX #.

DATED: 9/10/14

JOEL D. LEIDERMAN  
FORSTER & GARBUS LLP, ATTYS FOR PLTF  
60 MOTOR PKWY, COMMACK, NY 631-393-9400